

RESOLUTION NO. 2019-28

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING
THE PURCHASE OF WIRELESS DATA PLANS FROM
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS;
PROVIDING FOR AUTHORIZATION; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village of Key Biscayne (“Village”) Council desires to authorize the expenditure of Village funds to purchase wireless data plans (the “Plans”) for the Village’s employees and Councilmembers to continue serving the Village and to facilitate the provision of day-to-day operations of the Village; and

WHEREAS, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (“Village Code”), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the type of purchase contemplated by the Village for the Plans has been competitively bid and awarded by the State of Nevada, which makes its contract available to other governments through NASPO Valuepoint, a cooperative purchasing program which facilitates public procurement and solicitations and agreements using a lead-state model, and which has entered into Master Service Agreement No. 1907 (“State Contract”) with Cellco Partnership d/b/a Verizon Wireless (“Vendor”); and

WHEREAS, in accordance with Section 2-86 of the Village Code, the Village Council seeks to authorize the Village Manager to purchase the Plans from the Vendor consistent with the State Contract and the Vendor’s Quote, attached hereto as “Exhibit “A” (the “Quote”); and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council approves the purchase of the Plans.

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to purchase the Plans from the Vendor consistent with the terms and conditions of the State Contract and the Quote, subject to budgeted funds in an amount not to exceed \$82,450.

Section 4. Implementation. That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 21st day of May, 2019.

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK




MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")

And

Participating Entity Name: Village of Key Biscayne
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint, also formerly known as "WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **NASPO ValuePoint** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
E-mail	tbecker@admin.nv.gov

Contractor

Contractor Name	Cellco Partnership d/b/a Verizon Wireless
Contact	Doug Robertson, Senior Manager- Contract Management
Street Address	15505 Sand Canyon Ave, Attn: Doug Robertson
City, State, & Zip	Irvine, CA 92618
Telephone	(949) 246-8700
E-mail	Doug.Robertson@vzw.com

Participating Entity

Participating Entity Name	Village of Key Biscayne
Contact	Michael J. Fleming
Street Address	88 W McIntyre ST STE 210
City, State, & Zip	Key Biscayne FL 33149-1846
Telephone	305-365-8912
E-mail	mfleming@keybiscayne.fl.gov

6. Subcontractors: NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [N/A] and the Lead State price agreement number: 1907.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.


10. No Reselling: This Contract specifically authorizes the purchase of Wireless Services and Equipment only by Participating Entities ("Entity and Customer"), as described herein. Entities may not resell Wireless Services or Equipment purchased under this Contract to any third party, including its agents, contractors or contract employees, members or franchisees, parent or affiliate, except upon written agreement between the parties. Entity shall be the customer of record for purchases made under this Contract, and may not modify the price for the product and services utilized by its Government Subscribers.

11. Entire Agreement: This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Village of Key Biscayne	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature: 	Authorized Signature:
Name: <i>Andrea Agha</i> Click here to enter text.	Name: Todd Loccisano
Title: <i>Village Manager</i> Click here to enter text.	Title: Executive Director, Enterprise and Government Contracts
Date: <i>05/24/2019</i>	Date:

[Additional signatures as required by Participating State]